

## **ARTICLE 2**

### **ASSOCIATION RIGHTS AND SECURITY**

#### **PART A. ASSOCIATION REPRESENTATION**

##### **Section 1. Use of Facilities.**

The Association shall be permitted to schedule meetings on Department property so long as such meetings are not disruptive of the duties of employees of the Department or the efficient operation of the Department, and provided further that the prior approval for such meetings is received from the proper Management authorities, which approval shall not be unreasonably withheld. The Association shall reimburse the Employer the customary charges for the use of the Training Academy, except when addressing trainees after the training day when rooms are available.

##### **Section 2. Nondiscrimination.**

The parties recognize that employees shall not be unlawfully interfered with, discriminated against, restrained or coerced because of their membership or non-membership in the Association or by their exercise of their legal rights. Any complaint involving interference, discrimination, restraint, or coercion shall be resolved through the applicable administrative procedure heretofore adopted by the parties on April 18, 1980 and approved by the Civil Service Commission on April 25, 1980 with reference to unfair labor/prohibited practice procedures (Appendix H), and not through the grievance procedure provided by this Agreement.

##### **Section 3. Grievance Processing.**

Preferably, grievance processing should take place during non-work hours, in order to preclude disruptions of duties and/or interference with operations. It is recognized, however, that this is not always practicable or feasible. Employees shall be afforded reasonable time during regular working hours, without loss of pay, to process grievances, including participation in the grievance meetings; provided that reasonable notice is given of the need for such time and the prior approval of the employee's supervisor higher authority is obtained.

##### **Section 4. Release of Representative.**

The role of the Association representative, if an employee, in processing grievances or otherwise assisting in the implementation of this Agreement will be to timely notify his/her immediate supervisor of the necessity to leave his/her

work assignment in order to promptly and expeditiously carry out the duties in connection with this Agreement. Permission will be granted provided it does not unduly disrupt work operations, it is conducted expeditiously with as minimal an amount of time off as possible and this privilege is neither misused nor abused.

When contacting an employee, any Association representative will first seek the permission of the employee's supervisor before seeing the employee. Contact will be granted provided it does not unduly disrupt work operations, it is conducted with as minimal an amount of time off as possible and this privilege is neither misused nor abused. Misuse or abuse of this Section by the Supervisor or the Association representative will be a grievable matter under the grievance procedure commencing at Step 2.

#### **Section 5. Bulletin Boards.**

The Employer agrees to furnish reasonable space on bulletin boards presently maintained at post and work areas occupied by employees for exclusive official use of the Association.

- a. There shall be no such bulletin board space reserved for the use of any other labor organization which purports to represent employees of this bargaining unit.
- b. The Association agrees to limit its postings to such bulletin board space.
- c. The Association agrees that it will not post any partisan political material, or material which is profane, or derogatory toward any individual or the Employer.
- d. All bulletins or notices shall be signed by the Association president or one of the Association executive board or post representatives.
- e. The Association shall be responsible for the proper use and care of the bulletin board.

#### **Section 6. Visitation Privilege.**

The Association representatives shall have reasonable visitation privileges to posts and work stations for purposes of administering this Agreement provided the Association shall exercise this privilege in a manner so as to not interfere with Department operations or the duties of the employees and only after advance permission of the supervisor is obtained. Such visitation privileges may include explaining Association membership, services, or programs.

## **Section 7. Access to Information.**

The Employer agrees to provide the Association, upon written request, reasonable access to necessary materials and information, that are disclosable under this Agreement or under law, in order for the Association to fulfill its responsibility in administering this Agreement.

The Association shall, when reasonably requested, reimburse the Employer for the expense of photocopying information as permitted under the Michigan State Freedom of Information Act. Any claim of privilege or confidentiality with reference to the records of any employee may be waived in writing by the employee, and upon receipt of such written waiver, the Employer shall provide the requested information.

## **Section 8. Association Access to Trainees.**

The Employer agrees that, upon prior request, Association representatives will be permitted access to trainees during any training session which involves any bargaining unit employees, including recruits. This access will be after the training day and shall be limited to one visit per school, with appropriate Employer notice to the trainees. Employees are not required to participate in such meetings nor shall the Employer be required to compensate employees for attendance at such meetings.

## **PART B. EMPLOYEE ORGANIZATIONAL LEAVE**

### **Section 1. Organization Leave.**

Officers and members of the executive board of the Association shall be provided with a total of 500 hours of employee organizational leave credit during each year of this Agreement to be used for the purpose of attending executive board meetings, internal Association committees, Association meetings, and implementation and enforcement of this Agreement. Whenever practicable, advance written notice of the names of employees to be released shall be given to the designated Employer representative at least two days prior to the date work schedules must be posted, in order to arrange for time off and scheduling.

- a. The allocation of such released time to individuals on the executive board shall be the sole prerogative of the Association.
- b. Any executive board member may utilize annual leave (vacation) or compensatory time for Association meetings and shall not be denied such leave for such purpose except in emergencies, after having given advance written notice, whenever practicable, at least two days prior to the date work schedules must be posted.

- c. Employee organization leave shall be released time without charge to annual leave or compensatory time credits, except as provided in Subparagraph b. above. Employee organization leave provided for in this Article shall be granted provided that it has been requested with advance written notice, as set forth above, and that the resulting absence from work will not impair or interfere with any emergency services of the Department.
- d. The Department shall send to the Association a statement at the end of each month showing the total employee organizational leave used pursuant to this Article. This statement shall be presumed correct unless the Association immediately advises the Director or his/her designee of any claimed errors.

## **Section 2. Presidential and Vice-Presidential Leave.**

Recognizing the need for coordination and cooperation in the implementation and execution of this Agreement, and the statewide nature of this obligation, and in order to fully implement this purpose, the president and vice-president of the Association shall be granted Association leave with full salary, pension contributions, service credit and other benefits paid by the Employer during the life of this Agreement so as to permit said president and vice-president to devote full time service to Association duties. However, the Association shall reimburse the Employer for applicable insurance premiums.

- a. The president and vice-president shall, during their period of service, be subject to no restraint by the Department, except they shall be subject to any order of full mobilization, shall comply with all standards of conduct applicable to other employees within the Department and shall meet the minimum proficiency standards and/or mandatory training programs required of all other employees, when and if requested by the Employer.
- b. The president and vice-president may, at their option, free of any cost to the Employer, move their residence(s) to the Lansing area.
- c. Upon completion of his/her duties as president or vice-president, if his/her original post(s) is unavailable, or if he/she elects not to return to it, he/she shall be given first priority to an available position of his/her choice for which he/she is qualified within his/her classification for a period of 90 days after giving notice of intent to leave office, but limited to a maximum of 60 days after the date of availability for assignment.

If a position of his/her choice is not available during this period of time he/she shall be temporarily assigned to a post or unit in the

Lansing area. If he/she makes no selection within this period of time, he/she shall be subject to a mandatory transfer to any location in the State at the discretion of the Employer. Any transfer under this Section shall be made at no expense to the Employer. It is understood that the assignment of the president or vice-president under this Section shall take preference over any transfer pursuant to Article 13 of this Agreement.

- d. After the assignment to an available position or the mandatory transfer, they shall not be subject to mandatory transfer for a minimum of five years.

### **Section 3. Negotiations.**

A total of 15 days for each of five Association bargaining committee members shall be granted for negotiations for a successor Agreement.

### **Section 4. Additional Time Off.**

Additional administrative time off may be granted at the sole discretion of the Director or by his/her designee.

### **Section 5. Mobilization.**

In the event of a full mobilization of the Department for an emergency, the Association president and vice-president shall contact the office of the Director of State Police and shall remain available during the period of the mobilization for the purpose of establishing a Department/Association liaison to deal with any labor relations problems which may arise.

### **Section 6. Employee Information.**

The Employer will furnish to the Association a listing of the names and addresses of all employees in the unit upon written request, but no more frequently than semiannually. Such a list shall also include the employee's time in service seniority date, date of birth and classification. The Employer shall also supply the Association with a copy of the district and post roster on a quarterly basis upon written request from the Association.

The Association will supply the Department with a list of names and addresses of all duly appointed or elected representatives who will represent the Association in the administration of this Agreement, and will periodically update said list as changes occur.

## **PART C. INTEGRITY OF THE BARGAINING UNIT**

### **Section 1.**

The Employer recognizes that the integrity of the bargaining unit is of significant concern to the employees and the Association. Bargaining unit work shall, except as provided below, be performed by bargaining unit employees. The Employer shall not assign bargaining unit work to employees outside the bargaining unit except in the case of emergency, temporary work relief, to the extent that such work is a part of their duties as provided in the Civil Service class specifications, or to the extent that such assignment is a matter of customary practice. Four positions in the Information Technology Division (LEIN Audit) may be removed from the bargaining unit when they are voluntarily vacated by the incumbent. In no event shall such assignments be made for the purpose of reducing or eroding the bargaining unit.

### **Section 2.**

Non-bargaining unit supervisory employees shall be permitted to perform bargaining unit work to the extent that such work is a part of their duties as provided in the Civil Service class specification, to the extent that such assignment is a matter of customary practice, in case of training (including demonstration of the proper method of completing the task assigned), temporary work relief, or in the case of emergency.

### **Section 3.**

The Employer may continue to utilize such programs as the type listed below, provided the primary purpose of such programs shall be to supplement ongoing activities or to provide training opportunities.

- Student work experience
- Volunteer programs
- Internships

To the extent that it is available, the Employer will provide the Association with information which permits the Association to monitor the implementation of such programs, if not already provided. It is the intent that an allegation that such a program is being used by the Employer as a substitute, rather than a supplement, for ongoing State employee activities, or causes layoffs or such programs are used to avoid the recall of bargaining unit employees, shall be grievable under the provisions set forth in this Agreement.

#### **Section 4. Subcontracting.**

The Employer recognizes its obligation to utilize bargaining unit members in accordance with the merit principles of the Civil Service Commission. The Employer reserves the right to use contractual services where necessary or desirable to provide cost-effective, efficient services to the public. The Employer may subcontract work under one or more of the following situations:

- a. The services are so temporary, intermittent or irregular in nature that they cannot be provided efficiently through the classified service.
- b. The services are uncommon to the state classified service because they are so specialized, technical, peculiar or unique in character that the talent, experience, or expertise required to accomplish the duties and responsibilities cannot be recognized as normal to the state service and cannot be efficiently included in the classification plan.
- c. The services involve (a) the use of equipment or materials not reasonably available to the agency at the time and place required and (b) the estimated cost to the agency in procuring such equipment or materials and establishing the needed positions would be disproportionate to the contract cost.
- d. The defined services would be performed at substantial savings to the State over the life of the contract when compared with having the same level of services performed by the classified service. The services do not meet this standard if, despite the savings over the life of the contract, substantial savings would not likely be realized over the long term.

The Employer agrees to make reasonable efforts (not involving a delay in implementation) to avoid or minimize the impact of such sub-contracting upon bargaining unit employees.

Whenever the Employer intends to contract out, sub-contract services or renew such contracted services, the Employer shall, as early as possible, but at least 15 calendar days prior to the implementation of the contract, subcontract or contractual services renewal, give written notice of its intent to the Association. Such notice shall consist of a copy of the request made to Civil Service.

The notice shall include such matters as:

- a. The nature of the work to be performed or the service to be provided.
- b. The proposed duration and cost of such subcontracting.

c. The rationale for such subcontracting.

In case of preauthorized contractual services, item c above need not be provided, however, the Employer agrees to meet with the Association, upon request, should the Association have questions regarding the information provided.

The Employer shall also provide the Association, upon written request, information necessary to monitor the implementation, including costs, of the contract or subcontract. If the volume of the information requested upon this Section would place an unreasonable burden on the Employer, the parties will meet to attempt to identify alternative mechanisms for providing such information.

The Employer shall, upon written request, meet and confer with the Association over the impact of the decision upon the bargaining unit. Such discussions shall not serve to delay implementation of the Employer's decision.